

**CONSERVATION DEED****RAYMOND A. CARYE and BARBARA F. CARYE, TRUSTEES OF EVAN**

**REALTY TRUST**, under a Declaration of Trust dated November 1, 1983 and recorded with the Rockingham County Registry of Deeds in Book 2503, Page 316, as amended by Amendment to Evan Realty Trust dated November 2, 1984 and recorded with said Registry in Book 3260, Page 2671, as amended by second Amendment to Evan Realty Trust dated February 6, 1985 and recorded with said Registry in Book 3260, Page 2673, with a principal place of business at mailing address c/o Altid Enterprises, 17 Monsignor O'Brien Highway, Cambridge, MA 02141 (hereinafter "Owner," which, unless the context clearly indicates otherwise, shall include Owner's successors and/or assigns), for consideration paid, grant to **THE TOWN OF STRATHAM**, a municipal corporation having a mailing address of 10 Bunker Hill Avenue, Stratham, Rockingham County, State of New Hampshire 03885, with **WARRANTY COVENANTS**, the following:

**(Conservation Land and Access Easement thereto, described)**

A certain tract or parcel of land, with any improvements thereon, located on the southerly side of Union Road, in Stratham, Rockingham County, State of New Hampshire, shown as Lot 10 on plan entitled, "Winterberry Subdivision, Subdivision Plan, Sandy Brook Corporation," dated January 25, 1999, drawn by Jones & Beach Engineers, Inc., approved by the Stratham Planning Board October 6, 1999, and recorded in the Rockingham County Registry of Deeds as Plan No. D-27549, to which plan reference is made for a more particular metes and bounds description (hereinafter "the Property").

The Property (Lot 10) contains 1,476,280 square feet, or 33.89 acres, more or less, according to said Plan. See Note #1 and #7 on Sheet A3 of said Plan.

**TOGETHER WITH** a twenty (20) foot wide Pedestrian Access Easement over Lot 11 and Lot 9 as shown on said Plan, to provide access to the Property, for purposes of providing pedestrian and non-motorized access only along a strip of land extending ten (10) feet in depth

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REGISTRY OF DEEDS

into Lot 11 and ten (10) feet in depth into Lot 9 along both sides of the common boundary line to said Lot 11 and Lot 9, as shown on said Plan D-27549, from the easterly sideline of Wiggin Way, so-called, to the Property.

**(Conditions of Conveyance)**

The Property is hereby conveyed **SUBJECT TO** the following conservation restrictions, covenants and easements.

**A. Statement of Purpose**

1. To assure that the Property will be retained forever in its undeveloped, scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with its conservation value, and
2. To protect the natural habitat of fish and wildlife, and
3. To preserve open space consistent with New Hampshire RSA Chapter 79-A, which open space constitutes a significant public benefit.

**B. The Conservation Restrictions imposed upon the Property are as follows:**

**1. USE LIMITATIONS**

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any activities whatsoever other than conservation-related activities.
- B. The Property shall not be subdivided, and the property shall not be conveyed by the Town of Stratham to any grantee which is not a governmental body.
- C. No structures or improvements, including, without limitation, a dwelling, tennis court, golf course, swimming pool, sport or recreation field, park, road, dam, fence, bridge, aircraft landing strip, paved parking lot or other paved surface, tower, mobile home, or shed shall be constructed, placed or introduced onto the Property. Fences for the purpose of securing the Property are allowed, as are unpaved nature and hiking trails, but no bicycles or vehicles of any type, including, without limitation, snowmobiles and motorcycles, shall be permitted to enter upon the Property or any part thereof, except for vehicles performing the installation or maintenance of fences and trails permitted hereunder.

- D. No changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed , except for the installation or maintenance of fences and trails permitted hereunder.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property.
- F. There shall be no mining, quarrying, excavation or disturbance of rocks, mineral, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of this document. Any rocks, minerals, gravel, sand, top soil or other similar materials which must be disturbed shall remain on the Property, if it is reasonably practical to do so.
- G. Forestry activity permitted under this easement must comply with "Recommended Voluntary Forest Management Practices for NH Forestry" activity.
- H. There shall be no dumping, injection, or burial upon the Property, including vehicle bodies or parts.

2. RESERVED RIGHTS

- A. Owner reserves the right, for themselves and/or their successors in title, including Sandy Brook Corporation, the developer of the Winterberry Subdivision lots as shown on said Plan D-27549, to install, maintain, repair or replace utilities on, over, or underneath the Property that serve the Property or land in the Winterberry Subdivision, upon reasonable written notice to the Grantee, its successors and/or assigns, and further provided that any land disturbed shall be returned as nearly as practicable to the condition in which it existed before installation, maintenance, repair or replacement of any utilities.
- B. Owner reserves the right to post or to request the Grantee, its successors and/or assigns to post against vehicles, motorized or otherwise.
- C. Owner reserves the right to post or to request the Grantee, its successors and/or assigns to post against hunting and against access.
- D. The Owner, the Stratham Conservation Commission, and the New Hampshire Department of Environmental Services (NHDES), shall have reasonable access to the Property for such inspection as is necessary to maintain boundaries, deal with utilities as specified in paragraph A and to

determine compliance with and to enforce the terms of, this Conservation Restriction.

3. ENFORCEMENT

The burden of these restrictions shall "run with the land" and shall be enforceable by the Owner, or the Town of Stratham, or NHDES against all future owners and tenants in perpetuity.

4. VIOLATION OF RESTRICTIONS

- A. In the event a violation of any provision of this Conservation Deed comes to the attention of the Owner, the Grantee, or its successors in title, the Stratham Conservation Commission, or NHDES, written notice of said violation, stating the nature of such violation, shall be delivered in hand or by certified mail, return receipt requested to any party responsible for said violation, if known.
- B. The recipient of any such violation notice shall have 30 days after receipt of such notice to undertake appropriate actions including restoration, which are reasonably calculated to swiftly cure the conditions constituting the violation.
- C. If the recipient of any such violation notice fails to take such curative action, the Owner, the Grantee, or its successors or assigns, the Stratham Conservation Commission, or NHDES, may undertake any actions that are reasonably necessary to cure the violation, including the filing of appropriate legal action to enjoin prohibited conduct, and the cost of any curative measure, including reasonable attorneys fees, shall be paid by the party determined to be responsible for the violation.

5. ACCEPTANCE BY PURCHASER

Acceptance of a deed of the Property by any subsequent Grantee constitutes acknowledgment by said Grantee of the existence of this restriction and agreement to be bound by it and not take any action which might violate any provision herein.

(Title Reference)

Meaning and intending to convey a portion of the premises conveyed to the Trustees of Evan Realty Trust by one or more of the following deeds, which together make up the Winterberry Subdivision Stratham lots as shown on the above-referenced Plan D-27549, whose book and page reference is made to the Rockingham County Registry of Deeds:

- 1) Warranty Deed of Nathan S. and Brenda Batchelder, dated June 25, 1985 and recorded October 25, 1985 at Book 2569, Page 2668 (being approximately the land depicted on Stratham's Tax Map 4, Lot 27);
- 2) Quitclaim Deed of Lora K. and Jean E. Booker, dated July 20, 1984 and recorded July 24, 1984 at Book 2502, Page 1930 (being approximately the land depicted on Stratham's Tax Map 4, Lot 28);
- 3) Warranty Deed of William J. Wrest, dated July 23, 1984 and recorded July 24, 1984 at Book 2502, Page 1932 (being approximately the land depicted on Stratham's Tax Map 4, Lot 29);
- 4) Quitclaim Deed of Mildred E. Barton, dated April 21, 1989 and recorded April 24, 1989 at Book 2790, Page 037 (being approximately the land depicted on Stratham's Tax Map 4, Lot 30; the land described by this deed in North Hampton was conveyed to Hampton Water Works). See also Confirmatory Quitclaim Deed recorded at Book 3222, Page 2040;
- 5) Warranty Deed of Bradford S. and Susan W. Goodwin, dated and recorded August 5, 1985 at Book 2556, Page 2735 (being approximately the land depicted on Stratham's Tax Map 4, Lot 22-2).

Reference is further made to Warranty Deed of the same Trustees to Sandy Brook Corporation dated March 23, 2000 and recorded in Book 3462, Page 1268 of the Rockingham County Registry of Deeds, by which Lot 11 as shown on Plan D-27549 was conveyed subject to the above-described pedestrian access easement partially over said Lot 9 and Lot 11 to access the Property.

**(Trustees' Certificate)**

The undersigned Trustees of the Evan Realty Trust have full and absolute power by said trust agreement to convey any interest in real estate and improvements thereon held in said trust and no purchaser, lender, or third party shall be bound to inquire whether the Trustees have said power or are properly exercising said power or to see to the application of any trust asset paid to the Trustees for a conveyance thereof. Pursuant to Section 10 of the trust agreement, all deeds executed by two of the Trustees shall be effective and binding as if executed by all of the Trustees.

Jonathan Agger (referred to above in the Title Reference) is no longer a Trustee of Evan Realty Trust. Barbara J. Carye remains a Trustee, but is now known as Barbara J. Hausman.

Further, the Trustees represent that, other than the Amendments first referenced above, the Trust has not been amended, altered, terminated or revoked, and is still in force and effect.

Signed on December 13, 2000.

Thomas Robertson  
Witness

Thomas Robertson  
Witness

EVAN REALTY TRUST

Raymond A. Carye  
By: Raymond A. Carye, Trustee, as  
aforesaid, and not individually

Barbara F. Carye  
By: Barbara F. Carye, Trustee, as aforesaid,  
and not individually

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

December 13, 2000

Personally appeared the above-named Raymond A. Carye and Barbara F. Carye, duly authorized Trustees of the Evan Realty Trust, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

Christos Katsikas  
Notary Public  
My Commission Expires: 7/6/01

nl a: winterberry/stratham.ced



ACCEPTANCE

The undersigned, being the Selectmen of the Town Of Stratham, hereby accept this conveyance for the purposes stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on this

18th Day of December, 2000.

## TOWN OF STRATHAM,

*Paul A. [Signature]*  
Witness to Selectmen signatures

*Kirk Scamman*  
Selectman

*[Signature]*  
Selectman

*D. Short*  
Selectman

STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

December 18, 2000

Personally appeared the above named *Kirk Scamman*  
*Martin Wool, David Short*, Selectmen of the Town of  
Stratham, and acknowledge the foregoing instrument to be their free act and deed and that of said  
Town.

Before me,

*Brenda M. Mason*  
Justice of the Peace/Notary Public

BRENDA M. MASON, Justice of the Peace  
My Commission Expires October 28, 2003